DECLARATION

OF CONVENTANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by Eastowne Homes Corporation, hereinafter referred to as
"Declarant."

WITNESSETH:

DECLARANT is the owner of the following described Real
Estate located in Indianapolis, Marion County, Indiana,

SECTION I

Part of the East Half of the Northeast Quarter
of Section 3, Township 15 North, Range 5 East, Marion
County, Indiana, described as follows: Commencing at
the Northeast corner of said Half Quarter Section; thence
South 00 degrees 00 minutes 00 seconds East (assumed)
along the East line of said Half Quarter Section, 1584.40
feet; thence South 87 degrees 36 minutes 00 seconds West,
322.12 feet to the point of beginning; thence continuing
South 87 degrees 36 minutes 00 seconds West, 390.56 feet;
thence North 00 degrees 00 minutes 24 minutes 00 seconds West, 277.20
feet; thence South 87 degrees 36 minutes 00 seconds West, 9.92 feet; thence North 00 degrees 24 minutes 00 seconds
East, 630.30 feet; thence South 87 degrees 36 minutes 00
seconds East, 400.00 feet; thence South 00 degrees 24
minutes 00 seconds West, 887.94 feet to the point of
beginning and containing 3.18 acres, more or less.

Subject to a 30.0 foot easement for access, a 30.0
foot sanitary sewer easement, and a 50.0 foot easement for
the future extension of Michigan Street.
This real estate has been platted and consists of 59 lots, numbered 1 to 59, both inclusive, and the common area as shown on the within plat and as hereinafter defined. The size of lots and the areas designated as "common area" are shown in figures denoting feet and decimal parts thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties and successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Eastowne Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

All area designated "Common Area" on the recorded plat of Eastowne Addition, Section 1, and recorded on March 18, 1973, as Instrument No. 73-6499, in the Office of the Recorder of Marion County, Indiana.

Section 5. "Lots" shall mean and refer to any plot, plots, or parts of plots of land shown upon any recorded subdivision plat of the properties, with the exception of Common Areas, upon which one dwelling unit is constructed.

Section 6. "Declarant" shall mean and refer to Eastowne Homes Corporation, its agents and employees, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Class I Lots" shall mean and refer to any Lot upon which there is a residence or single family unit which has been completed as evidenced by appropriate evidence of compliance.
Section 2. "Class II Lots" shall mean and refer to any vacant Lot or Lot upon which a residence or single family unit has not been completed.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Basements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area including a right of ingress and egress over that portion of the Common Area used or designated as private drives which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area which may be constructed in the future.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association to limit the number of guests of members.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said properties.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreational facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:
Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

CONVEYANCE FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby conveys, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to convey and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties. All assessments shall be made on an actual cost basis to be determined by the Board of Directors of the Association and submitted to the Membership for its approval.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One-Hundred-Twenty-Dollars ($120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall require the affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots, and Class II Lots, although the assessments on all Class II Lots shall be fixed at 1% of the assessment upon all Class I Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby

(c) The Board of Directors may by resolution fix the annual assessment at an amount not in excess of the maximum.
expressly vests in the Eastowne Association, Inc., or its agents the
right and power to bring all actions against such Owner personally
for the collection of such charges as a debt or by the institution
by foreclosure proceedings as to the lien; and the procedure for
lien foreclosure shall be the same as that provided by Statute for
foreclosure of mortgages upon Real Estate.

Section 9. Subordination of the Lien to Mortgages. No Owner
may waive or otherwise escape liability for the assessments provided
for herein by non-use of the Common Area or abandonment of his Lot.
The lien of the assessments provided for herein shall be subordinate
to the lien of any first mortgage. Sale or transfer of any Lot
shall not affect the assessment lien. However, the sale or transfer
of any Lot pursuant to mortgage foreclosure or any proceeding in lien
thereof, shall extinguish the lien of such assessments as to payments
which became due prior to such sale or transfer. No sale or transfer
shall relieve such Lot from liability for any assessments thereafter
becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and
accepted by, a local public authority, the Common Area, and all prop-
erties owned by a charitable or non-profit organization exempt from
taxation by the laws of the State of Indiana shall be exempt from the
assessment created herein. However, no land or improvements devoted
to dwelling use shall be exempt from said assessment.

Section 11. Management Agreements. Each Owner of a Lot hereby
agrees to be bound by the terms and conditions of all management
agreements entered into by the Association. A copy of all such agree-
ments shall be available to each Owner. Any and all management agree-
ments entered into by the Association shall provide that said management
agreement may be cancelled by an affirmative vote of sixty percent
(60%) of the votes of each class of the Members of the Association.
In no event shall such management agreement be cancelled prior to the
effecting by the Association or its Board of Directors of a new
management agreement with a party or parties, which new management
agreement will become operative immediately upon the cancellation of
the preceding management agreement. It shall be the duty of the
Association or its Board of Directors to effect a management contract.
Any and all management agreements shall be made with a responsible
party or parties having experience adequate for the management of
a project of this type.

Section 12. Insurance Assessments. The Association's Board of
Directors, or its duly authorized agent, shall have the authority to
and shall obtain insurance for all the buildings, including all
townhouses, unless the Owners thereof have supplied proof of adequate
coverage to the Board of Directors' complete satisfaction against
loss or damage by fire or other hazards in an amount sufficient to
cover the full replacement cost of any repair or reconstruction work
in the event of damage or destruction from any hazard, and shall
also obtain a broad form public liability policy covering all Common
Area, and all damage or injury caused by the negligence of the Associa-
tion or any of its agents. Said insurance may include coverage
against vandalism. Premiums for all such insurance, except on the
individual townhouses, shall be common expenses. All such insurance
coverage, including insurance on individual townhouses obtained by
the Board of Directors shall be written in the name of the Association
as Trustee for each of the townhouse owners in equal proportions.
Insurance on individual townhouses obtained by such townhouse owners
may be written in the name of the individual owners. Premiums for
insurance obtained by the Board of Directors on individual townhouses
shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Indiana. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall become a lien against the specific property thus insured and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse Owners, as established by Article VI, Section 4, above, to make up any deficiency for repair or rebuilding of the common area not a physical part of a townhouse unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good and workmanlike manner in conformance with the original plans and specifications of said townhouses. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse unit within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with
the original plans and specifications of the townhouses. The owner shall then repay the Association the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as other assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid for by the insurance provided for herein, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.)

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The cost of exterior maintenance shall be paid from the dues collected by the Association.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Said Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than townhome apartment buildings, being single family townhome joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Townhouses to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including,
but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept; bred or maintained for any commercial purposes.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or reasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing convenants shall not apply to the business activities, signs, and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of Eastowne Association, Inc., a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio area appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Eastowne Association, Inc., and it is necessary for the protection of said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walk, shall be taken by the Board of Directors or by its duly authorized representative.

Section 9. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An
Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or heredity, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

Section 1. Each Townhouse and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property, and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Townhouse to perform the duties of maintenance and repair of the Townhouses or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on the Common Area without conflicting with the terms hereof. The easements
provided for in this Article IX shall in no way affect any other recorded easement on said premises. Except an extreme emergency, no blanket easement right herein granted shall be exercised so as to breach an Owner's right to peaceful possession without at least 24 hours notice being first given.

Section 3. Underground Electrical Service:
A. Underground single phase electric service shall be available to all residential Townhouses on the aforesaid Lots and to any recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company and all necessary easements therefor shall be granted by Declarant of the Association's Board of Directors.

B. For so long as such underground service is maintained, the electric service to each Townhouse and any recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and there after by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.
Section 4. Annexation of Additional Property.

A. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any; at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. Additional land adjacent to Eastowne Homes Corporation may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned this day of October, 1973.

EASTOWNE HOMES CORPORATION

BY: THOMAS L. PENDLETON, PRESIDENT

KENNETH B. LEMONS, SECRETARY
STATE OF INDIANA }
COUNTY OF MARION }

Before me, a Notary Public in and for said County
and State, personally appeared Eastorne Homes Corporation
by Thomas E. Pendleton, its President

and Kenneth E. Lemons, its Secretary

who acknowledged the execution
of the foregoing instrument as the free and voluntary act of
the Corporation.

Witness my hand and Notarial Seal this 1st day of


My Commission expires 3 15 76

Instrument Prepared By: Paul F. Kortepeter, Attorney